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Shannon Dykes

From: David Bordelon
Sent: Wednesday, December 30, 2020 9:38 AM
To: Shannon Dykes
Subject: FW: Follow up opinion request for Jan. 2021 Mtg.

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From: Thomas Schneidau <tschneidau@cityofslidell.org>
Sent: Monday, December 21, 2020 1:21 PM
To: David Bordelon <David.Bordelon@la.gov>
Cc: John Welborn <jwelborn@cityofslidell.org>; Greg Cromer <gcromer@cityofslidell.org>
Subject: Follow up opinion request for Jan. 2021 Mtg.

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December 21, 2020

VIA EMAIL ONLY (David.Bordelon@la.gov)
Louisiana Ethics Administration Program
P.O. Box 4368
Baton Rouge, LA 70821

RE: Request for Advisory Opinion

Dear Louisiana Ethics Administration Program:

I serve as the City Attorney for the City of Slidell, Louisiana. I write in follow up to the opinion of the Louisiana Board of Ethics in Docket No. 2020-708.

Consistent with the background set forth in that opinion, the City is pursuing a contractual agreement with a private entity with respect to the maintenance, operation, and general maintenance of the City's water and wastewater systems and facilities.

As referenced in the Board's opinion in Docket No. 2020-708, the City is negotiating a time-limited "leased employee" agreement with the private entity as part of the overall agreement. Currently, this agreement would involve only a single City employee (in a non-supervisory role) who would be retained by the City for approximately 4-8 months from the commencement of the entity's services. This employee's services during that time would be leased to the private entity to allow it to fulfill its contractual obligations to the City under the maintenance, operation, and general maintenance agreement. During the lease term, the employee would remain an employee of the City (and not of the private entity), would be paid by the City (and not by the private entity), and would be subject to the City's civil service rules and protections. The leased employee's compensation and benefits would not vary based upon any decision of the private entity. The leased employee would continue to provide essential government services.

After the referenced (approximate) 4-8 month term, the City anticipates this employee will be entitled to full retirement benefits, and the employee's position will be eliminated as part of the services transition to the private entity. At that point, the employee may retire or potentially transfer to another department. However, the private entity has also indicated a willingness to hire the previously leased employee such that that person would become a direct employee of the private entity for its contract with the City, providing the same or substantially similar services as the employee provided when directly employed by the City.

In order explain all viable options to its employee, the City respectfully requests an opinion by the Board as to whether this leased employee may, after the expiration/termination of the lease term (and before the passage of two (2) years), become employed by the private entity to provide the same or substantially similar services to the City as the employee provided when directly employed by the City.

The City believes that this leased employee should not be treated differently from the other non-supervisory City employees whose more immediate transition to the employ of the private entity was approved in Docket No. 2020-708, as this arrangement is part of the overall transition plan of the City with respect to the maintenance, operation, and general maintenance of the City's water and wastewater systems and facilities.

Should you have any questions, please do not hesitate to contact me.

Thanking you for your consideration of the above, I remain

Sincerely,

Thomas S. Schneidau, City Attorney

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